

The "Celebrated Case."

Mention was made in Tuesday's issue of the *fourth* trial of the Cowperwhaite case which has excited so much interest in this vicinity where the parties to it reside. It is a case which involves a deal of conflicting evidence as well as some of the nicest legal points. It has perplexed courts and juries at home, and been the subject of several Supreme Court decisions. It is very seldom that any case develops so much legal controversy, and hence it is fully entitled to the appellation of "A celebrated case."

The matter at issue is the possession of a large farm in Greenfield—perhaps the most valuable in all that township. The First National Bank of this city claims it by virtue of a sheriff's sale made seven or eight years ago. James Cowperwhaite, owner of the farm, being unable to pay his obligations, became involved, and it was necessary that his farm should be sold at judicial sale. The Bank held some of the claims, and acquired others by purchase, it is claimed under an agreement with Cowperwhaite. The farm was worth all there was against it, and more as Cowperwhaite thought, and he was desirous of an opportunity to redeem it after the sale. He accordingly entered into an arrangement with Mr. Bronson, vice President of the Bank, by which he could do so. It was arranged that the Bank should bid in the property for as small a sum as possible, (to save costs) which was done,—the sum bid being \$4,500,—and then sell it to Mrs. Nancy Cowperwhaite. Here is where the difficulty hinges. Cowperwhaite claims that his wife was to have the farm for the actual amount of the bid, while the Bank says the price was to be the total amount of their claim,—said to be nearly, if not quite, double that amount. There was nothing reduced to writing—hence the contradictory testimony which has been offered in the case, so puzzling to the court and juries, and which has swayed the verdicts from one side to the other. Important and intricate legal points have developed in the various trials, a new batch being fished up at each trial, and the Supreme Court has passed upon them, sometimes in favor of one, and again of the other, and it is difficult to tell what the final result may be. It is more than likely that in the present trial some new point has been sprung upon the Court, necessitating another resort to the highest judicial tribunal of the State.

Much sympathy has been felt and expressed for the Cowperwhaites in this community, and it has found its way into the jury-box, as it naturally would. The Cowperwhaites are very old people; they have made this valuable farm out of the wilderness after many years of hard labor; are highly esteemed by all who know them, and to be deprived of their homestead by the hand of the law and importunate creditors is hard indeed. But the officers of the bank are simply doing their duty in protecting its rights, and have shown a kindly feeling to these unfortunate debtors. They are fully justified and upheld by those they represent and by the community in insisting upon the full payment of their just claim.

—Since writing the above the case has ended by a decision in favor of the bank. Judge Hancock took the case from the jury and ordered them to bring in a conditional verdict in favor of the plaintiff. He said he did this under the principles of equity governing the administration of the law in Pennsylvania. The amount of the debt due the bank must be the sum which the bank paid for the farm, including the bid at the sheriff's sale and the judgments which had been bought up. Following is the text of the verdict:

We find in favor of plaintiff for land described in the writ. This verdict, however, to be set aside and verdict to be entered for defendant upon condition that defendant pay to plaintiff the sum of \$14,100.42 in ten equal annual installments from this date, with all interest payable with such installments, with leave on the part of the plaintiffs, in case default is made in the payment of any installment, to move the Court for permission to issue a writ of habere facias possessionem, or, in case the Court deem that equity requires it, to make an order of sale upon such terms as the Court shall see fit. The plaintiffs, on or before the time when the last installment falls due, to file in the office of Prothonotary of this court their deed in fee simple of said premises to Nancy Cowperwhaite, her heirs or assigns, the same to be drawn out by defendants upon payment of the last installment and interest with costs of suit.

The attorneys for the defence immediately made application for a new trial.

*Will Russell used to rent a pasture
from the Cowperwhaites (between
Dundaff & Elkdale).*

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